KOLAR TOWN MUNICIPALITY.

Notification, dated 10th April 1934.

It is hereby notified for general information that the right of collecting tolls on vehicles and animals entering the Municipal limits of Kolar Town for a period of twelve months from 1st July 1934 to the end of June 1935 will be sold by public auction in the Jubilee Hall, Kolar Town, by the President of the Municipality at 4 P.M on Monday the 21st May 1934. The intending purchasers shall abide by the following conditions of the sale.

1A. The successful bidder must collect tolls only at the rates noted in the annexed schedules and at no higher rates.

1B. No toll shall be levied on through traffic.

2. The sale shall be subject to confirmation by the President who reserves to himself the power of refusing or accepting the highest or any bid without assigning any reason therefor.

3. Every person who wants to bid at the sale must deposit a sum of Rs. 100 (one hundred) as earnest money. The earnest money will be returned in the case of unsuccessful bidders.

4. On the conclusion of the sale the highest bidder in whose favour the contract is knocked down should deposit a sum equal to three months instalments and as soon as the sale is confirmed, the contractor shall execute a stamped agreement for the due performance of the contract with surety or sureties, failing which the right of collecting tolls will be resold at his risk on the date to be fixed by the President.

5. The contract amount shall be paid in twelve equal monthly instalments in advance on the 1st day of every month to the Municipal Office. The deposit of three months' khists made by the contractor will be adjusted towards payment of the instalments due for the last three months.

6. If the prescribed deposit is not made immediately after the close of the sale, the contract will be resold at the risk of the approved bidder and the earnest money deposited by him will be forfeited. If the default is made in payment of any of the instalments, interest at the rate of one pie per month per rupee will be levied on the amount due till the date of payment. The contractor will further forfeit the deposit and the unexpired portion of the contract will be liable to be cancelled and resold at the discretion of the President, the deficit, if any, being recovered from the contractor who shall not be entitled to any excess that may be obtained by the resale.

7. The contractor is bound to keep correct accounts showing the daily collection, etc., in such forms as may be prescribed by the President. The accounts should be submitted by the contractor every month to the President's Office and it will also be open to inspection by the Vice-President or any other officer deputed by the President or the Vice-President.

8. The contractor will have the use of the existing toll houses on such rates of rent as may be prescribed by the President and he will be bound to keep them in good order. The President at his discretion may waive this rent.

9. The contractor shall be bound to furnish receipts in the prescribed form and duly dated and signed to the parties paying tolls.

10. The following carts and vehicles are exempt from the payment of toll:—

(*a*) The carts and other vehicles owned by persons residing within the Municipal limits which are regularly assessed and numbered as per rules by the Municipality.

(*b*) Carts and other vehicles conveying exclusively His Majesty's Mails.

(*c*) Vehicles belonging to His Highness the Maharaja and carriage and carts, the property of or employed by the Government or Municipal Council of the Town or licensed or registered by the said council.

(*d*) Vehicles (whether owned or hired) used for the passage of troops or conveyance of Government stores or of any other Government property duly certified as such by the controlling authority.

(*e*) Vehicles (whether owned or hired) used for the passage of Military both Mysore and British or Police Officers on duty or the conveyance or any passage of any property or persons in their custody duly certified as above.

(*f*) Heads of Mathas holding rahadari.

(*g*) Vehicles and animals owned or hired by the Dewan of Mysore.

(*h*) Vehicles and animals owned or hired by Hon'ble the Resident of Mysore, Secretary and Private Secretary to the Resident.

(*i*) Vehicles and animals owned by the Kolar Town Municipal Council.

(*j*) British Military Officers in uniform, passing on duty through the toll-gates, provided they fulfil the following conditions:—

(1) Be travelling in a staff car.
(2) Wear uniform.

Officers passing toll-gates on duty otherwise than in uniform will enter in a book kept by the toll-gate keeper for the purpose, their rank, name and the nature of duty on which they are travelling. The contractor should keep such books in each of the toll-gates and have them presented on demand by the Military Officers passing the gate on duty.

Note.—(*a*) British Military Staff Cars are usually painted Khaki.

(*b*) A prefix letter and number, together with a broad arrow mark, are painted in white on a black back ground on all Military Motor Vehicles usually on both sides of the upper portion of the Bonnet.

(*c*) The same particulars are also shown at the rear of the vehicle, either on the rear end of the off side, rear mudgard or on a plate fixed to the Chassis for the purpose.

(*d*) The broad arrow mark may precede the prefix letter or be painted above the prefix and number thus:—

↑G. 8704 or G. 8704 ↑

(*e*) The motor cars of the undermentioned officers may be distinguished by flags flown on the Radiator Cap.—

His Excellency the Commander-in-Chief.		Flag, Union Jack
General Officer Commanding-in-Chief, Southern Command.		Flag, Oblong. Red, Black Red.
Commander, Madras District.		Flag, Red, Swallow tail.
Commander, Southern Brigade Area.		Flag, Blue pennant.

(*k*) Government house cars and lorries bearing the exemption discs signed by the Deputy Commissioner, Mysore.

(*l*) Car conveying the Raja of Sandur,

11. Not more than one payment of toll shall be demanded for and in respect of any carriage or cart in any one day of 24 hours counted from sunrise to sunrise.

12. No remission or abatement of contract amount or rent or compensation on any account shall be claimable by the contractor and no application on this account shall be received.

13. The contractor should not unnecessarily delay carts or allow carts to block traffic.

14. The contractor will hang lighted lanterns with red glass panes to the gates during nights when gates are closed.

15. Insolvents and defaulters of Municipal Revenue shall not be allowed to bid in the auction.

16. Any breach of the above conditions or rules on the part of the contractor or his servants will entail the forfeiture of the deposit or the levy of a fine not exceeding Rs. 50 for each infringement.

SCHEDULE A.

1. Bowringpet-Kolar Road.
2. Mulbagal-Kolar Road.
3. Srinivaspur Road and Kolar-Sompur Road.
4. Bangalore-Kolar Road.

SCHEDULE B.

Vehicles.

		Rs.	a.	p.
1.	On every four wheeled carriage with springs ...	0	3	0
2.	Do jatka cart or waddar bandi drawn by two bullocks or buffaloes, laden	0	3	0
3.	Do do do do unladen	0	1	6
4.	Do bicycle or tricycle unladen or laden ...	0	1	0
5.	Do motor bus	0	6	0
6.	Do motor car	0	4	0
7.	Do motor bicycle	0	3	0
8.	Do rickshaw	0	1	0
9.	Do cart drawn by single bullock, laden... ...	0	1	0
10.	Do do do unladen ..	0	0	6

Animals.

1.	Every buffalo, bull, bullock or cow, laden or ridden ...	0	1	0
2.	Do horse	0	1	0
3.	Do ass or mule, laden or ridden	0	0	3
4.	Do mule not laden or ridden	0	0	1

N.B.—Animals drawing any vehicle for which toll can be demanded are not also to be charged with toll.

M. SADASIVA RAO,
President.

MADHUGIRI TOWN MUNICIPALITY.

Notification, dated 20th April 1934.

The right to collect tolls at the toll-gates as noted in Schedules A and B during the official year 1934-35 will be sold by public auction at the Municipal Office on the 28th May 1934.

2. Persons intending to bid at the sale must attend in person or by a duly accredited agent. Every such person should deposit beforehand Rs. 50 as earnest money. The deposit amount of all the bidders, except the person, whose bid is to be recommended for acceptance, will be returned at the close of the sale. The deposits of the successful bidder, who will be called the contractor, will be returned only on fulfilment of the contract.

3. The sale will not become absolute until confirmed by the authority noted in Schedule A, who reserves the final power of refusing or accepting without assigning any reason or whatever, the highest or any bid that may be offered.

4. The contractor should immediately after confirmation of the sale in his favour, execute an agreement on a duly stamped paper, purchased at his own cost, binding himself and his heirs to observe the conditions hereinafter set forth and to be subject to the penalties, forfeitures and liabilities referred to therein and shall furnish, if he does not hold property in Mysore, at least two sureties who own sufficient properties in Mysore State for the due performance of the contract, failing which the right will be resold holding the original purchaser responsible to any deficit that may result by the resale who shall not be entitled to profits if any.

5. The contract shall not be transferred by sale, gift, or otherwise or sub-leased without the previous sanction of the Municipal Council.

6. The contractor should pay as soon as the sale is over, a deposit equal to two months khists for the due performance of the contract and shall, if required, give proper security for the payment of the remaining sum. The contract amount is payable in 12 equal monthly instalments, in advance before the 5th day of every month into the Municipal Office, failing which interest at the rate of 9 per cent per annum, after the 5th will be charged. The amount of deposit will, if the conditions of contract are complied with be credited towards the instalments, due for the last two months of the contract. If the deposit is not made immediately after the close of the sale, the contract will be resold at the risk of the highest bidder and if default is made in the payment of instalments the deposit will be forfeited and the unexpired portion of the contract will also, be liable to be sold and the deficit will be recovered from the contractor who shall not be entitled to the profit, if any.

7. The contractor shall have no claim to the fees recovered from persons compounding the payment of toll in accordance with the Standing Rules and Orders approved by Government, and he shall not levy any toll from such persons.